

ANALYST CHECKLIST

GROUP DISABILITY

Company: _____
 Policy Form Number: _____
 Date(s) of Review: _____

Prior Contract: _____
 Reel _____ Frame _____
 Prior Effective Date: _____

GENERAL REVIEW REQUIREMENTS

Authority to Review Contract – RCW 48.18.100

Topic	Subtopic	Reference	Specific Issue	Complies		
				Y	N	
Chemical Dependency		RCW 48.21.197 WAC 284-53 T2000-04	<ol style="list-style-type: none"> \$12,500 Minimum benefit in any 24 Consecutive Months. This includes both treatment and supporting services. The minimum limit must be adjusted as required by the WAC (ie \$500 dollars each year from 2006-2009). The consecutive 24 months begins with the contract start date, not first treatment date. Benefit can not contain lifetime limit. 			Contract Pg _____ Comments: COC Pg _____
	Detoxification Services	RCW 48.43.093 WAC 284-53-010	<ol style="list-style-type: none"> Detox services are covered under the Emergency statute RCW 48.43.093. Detox costs do not count toward dollar limits. If not currently under chemical dependency treatment. Pre-notification for detox is not reasonable. Pre-notification for non-detox services allowed if applied consistently as with other chronic illnesses. 			Contract Pg _____ Comments: COC Pg _____
	Definitions	RCW 48.21.185 RCW 48.21.195 WAC 284-53-010	<ol style="list-style-type: none"> Does the certificate define Chemical Dependency? Definition must use chronic illness language. Dependency based on substances controlled by 69.50RCW? Changes "approved treatment facility" language to "approved treatment program" under RCW 70.96A.020. Detox treatment may be performed at any hospital licensed according to 70.41 RCW. 			Contract Pg _____ Comments: COC Pg _____
	General Services	RCW 48.21.60 RCW 48.21.80 WAC 284-53	<ol style="list-style-type: none"> Does the contract provide Chemical Dependency Benefits? Extends coverage to all enrollees, not just the insured. POS cost-sharing provisions may be incorporated. Restrictive contractual provisions not permitted if pertinent to chemical dependency treatment. Carriers may impose no more than a 3-month pre-ex requirement, for large groups and a 9 month pre-ex for individual and small groups. If imposed, must be consistent with other chronic illness limitations. Carriers may limit coverage to specific facilities, but must contain an adequate network per WAC 284-43-200 			Contract Pg _____ Comments: COC Pg _____

CFR – Code of the Federal Register
 EEOC – U.S. Equal Employment Opportunity Commission
 HIPAA - Health Insurance Portability and Accountability Act of 1996
 PHSA – Public Health Service Act
 RCW - Revised Code of Washington
 TAA - Technical Assistance Advisories issued by OIC (example T2000-01)
 WAC - Washington Administrative Code

Revised October 13, 2005

Compliance Requirements		WAC 284-43-125	Has carrier complied with all Washington State and Federal Laws?			Contract Pg _____ Comments:
Conscience Clause Managed Care Mandate		RCW 48.43.065	Does the contractual language allow for the free exercise of conscience or religion? 1. Has the Carrier filed their policy which complies with RCW 2. Any party to the contract may refuse to perform, cover, or receive specific services for reasons of conscience or religion			Contract Pg _____ Comments:
						COC Pg _____
Contents of Filing		RCW 48.18.100 RCW 48.19.040	Does the filing include all forms/rates required for the product offered? 1. Contract 2. Certificate of Coverage 3. Enrollment Form 4. Group Master Application (if group product) 5. Association or Trust Papervork (if trust, association, or MET, etc.) 6. Rates			Contract Pg _____ Comments:
Conducting Business In Licensed Name		RCW 48.05.030 RCW 48.05.190 RCW 48.15.023 RCW 48.18.210 RCW 48.30.060 T-2000-06	Does carrier conduct business in its own name and not that of a subsidiary or affiliated companies? 1. Willfully conducting business under a different name than licensed violates RCW 48.15.020(1) and is considered a class B felony punishable under chapter 9A.20 RCW. 2. Is liability transferred from one carrier to another?			Contract Pg _____ Comments: COC Pg _____
Continuation of Care During Enrollee Absence	Federal Medical Leave Act	FMLA 12 weeks	If the contract is being offered to Group of 50+ does it contain proper notification to the enrollee regarding medical coverage status during a period of leave under FMLA? Does not have to be included in the certificate of coverage if it is included it must be correct.			Contract Pg _____ Comments:
	Labor Dispute	RCW 48.21.075	Does the brochure inform, and are the contract and brochure consistent with labor dispute continuation provisions? 1. Six month continuation period required for employee to directly pay premiums 2. Applies whether employer pays all or part of premium 3. All three actions – strike, lockout, other labor dispute – must appear in description of provision 4. After six months, employees must be given an opportunity to purchase an individual contract			COC Pg
						Contract Pg _____ Comments:
						COC Pg _____
Continuation Options Upon Termination	Consolidated Omnibus Budget Reconciliation Act	COBRA	If the contract is being offered to Groups of 20+ does it contain continuation of coverage language in compliance with federal law?			Contract Pg _____ Comments:
	Continuation of Coverage	RCW 48.21.250	A continuation option must be offered to the employer: 1. Offer to extend coverage for an agreed upon time period and rate paid to employer 2. After continuation is exhausted the person can purchase a conversion plan			COC Pg
						Contract Pg _____ Comments:
	Mandated Group Offering					COC Pg _____
	Conversion Offered	RCW 48.21.260 RCW 48.21.270 WAC 284-52	1. All contracts must provide notice of the right to convert to a conversion contract upon termination from the group contract. 2. Does the carrier have at least three approved conversion contracts on file with the OIC?			Contract Pg _____ Comments:

			<p>3. Does the conversion option provide continuous coverage, without a lapse?</p> <p>4. Does the contract reflect that in the event an employee is denied a conversion contract due to misconduct, his or her spouse and dependents must be offered a conversion contract?</p> <p>5. Does the conversion contract contain a pre-ex limitation, which imposes a limit beyond the original contract limit?</p> <p>6. Does the conversion contract provide that any deductible will be determined on a calendar year basis?</p> <p>7. Does the conversion contract provide for a 3-month deductible carryover?</p> <p>8. Does the conversion contract allow for premium payment on a monthly basis?</p> <p>9. Does the contract conform with guaranteed renewability requirements?</p> <p>10. Is there a notice on the face page of the contract, advising the subscriber that he/she may review and return the contract within 10 days of receipt, if not completely satisfied?</p> <p>a. A 10% percent penalty shall be paid if monies are not refunded within 30 days</p>			COC Pg _____
						Contract Pg _____ Comments:
						COC Pg _____
Contract Examination and Standards	Conversion Statement	CMS Ins Standards Bulletin 01-01	If this is a group contract, does it contain a statement that says, If you accept conversion coverage at the end of coverage under this group health plan you will not qualify as a HIPAA eligible individual.			Contract Pg _____ Comments:
						COC Pg _____
	Examination/ Disapproval	RCW 48.18.100 RCW 48.18.110 RCW 48.30.090	<p>Review for any inconsistent, ambiguous or misleading clauses, or exceptions and conditions, which unreasonably or deceptively affect the risk, purported to be assumed in the general coverage of the contract.</p> <p>1. Must contain clear, definitive, WA state specific language for all:</p> <p>a. terms, benefits, and conditions</p> <p>b. Must avoid unreasonable restrictions on treatment or services</p> <p>c. Must have a reasonable premium or benefit level assumed in relation to the benefits provided by the contract.</p>			Contract Pg _____ Comments:
						COC Pg _____
	Exclusions, reduction and limitations	RCW 48.21.080 WAC 284-43-820 WAC 284-50-070	Does the contract or certificate of coverage contain a listing of exclusions, reductions, and limitations to covered benefits?			Contract Pg _____ Comments:
						COC Pg _____
	Rate Filing	RCW 48.18.100(7) RCW 48.18.140 RCW 48.19.040	Has the Carrier filed with the form submission corresponding rates for the contract including rate information for each rider?			Contract Pg _____ Comments:
						COC Pg _____
	Required Format	RCW 48.18.140 RCW 48.18.190 RCW 48.18.520 WAC 284-58	<p>1. The style, arrangement, and over-all appearance of the contract shall give no undue prominence to any portion of the text</p> <p>2. The exclusions, reductions, and limitations shall either be included with the benefit provisions, or under an appropriate caption</p> <p>a. An exclusion, reduction, or limitation which applies to a particular benefit shall be Included with the applicable benefit provision.</p> <p>3. A form number in the lower left-hand corner of the page shall identify each form including riders & endorsements.</p> <p>4. Policy must contain entire contract.</p>			Contract Pg _____ Comments:
						COC Pg _____

	Required Standards	Group HIPAA RCW 48.43.035 Individual policies 45CFR Subtitle A 5148.22 of HIPAA WAC 284-43-730	<ol style="list-style-type: none"> 1. The contract must be "guaranteed renewable". 2. If contract provides coverage for accidental death and dismemberment the insured shall have the option to include all insured's under the coverage. 3. If policy excludes or suspends coverage during military service, the policy shall provide for refund of premiums to such persons on a pro rata basis. 4. In the event the insurer cancels or refuses to renew, policies providing pregnancy benefits shall provide for an extension of benefits as to pregnancy commencing while the policy is in force and for which benefits would have been payable had the policy remained in force. 5. Policies providing convalescent or extended care benefits following hospitalization shall not limit coverage to the convalescent or extended care facility to a period of less than 14 days after discharge from the hospital. 6. Any policy providing coverage for the recipient in a transplant operation shall also provide reimbursement of any medical expenses of a live donor to the extent that benefits remain and are available under the recipient's policy, after benefits for the recipient's own expenses have been paid. 7. A policy may contain a provision relating to recurrent disabilities; provided, however, that no such provision shall specify that a recurrent disability be separated by a period greater than six months. 8. Accidental death and dismemberment benefits shall be payable if the loss occurs within no less than 90 days from the date of the accident. Disability income benefits, if provided, shall not require the loss to commence less than 30 days after the date of accident, nor shall any policy which the insurer cancels or refuses to renew require that it be in force at the time disability commences if the accident occurred while the policy was in force. 9. Specific dismemberment benefits shall not be in lieu of other benefits unless the specific benefit equals or exceeds the other benefits. 10. Any accident only policy providing benefits which vary according to the type of accidental cause shall prominently set forth in the outline of coverage the circumstances under which benefits are payable which are lesser than the maximum amount payable under the policy. 11. All Medicare supplement policies providing in-hospital benefits only shall include in their provided benefits the initial Part A Medicare deductible as established by the Social Security Administration. Premiums may be reduced or raised to correspond with changes in the covered deductible. 12. Termination of the policy shall be without prejudice to any continuous loss which commenced while the policy was in force. 			Contract Pg _____ Comments: COC Pg _____
Coordination of Benefits	General	RCW 48.21.200 WAC 284-51	If the contract contains COB provisions, it shall be consistent with and no less favorable than the requirements of the WAC.			Contract Pg _____ Comments: COC Pg _____
	Plan Defined	WAC 284-51-040	<ol style="list-style-type: none"> 1. Health contracts that provide for coordination of benefits are required to contain a provision stating what benefits from the contract and other sources are to be recognized under the coordination provision. 2. Each such source shall be defined as a "Plan". 			Contract Pg _____ Comments: COC Pg _____

	Allowable Expense	WAC 284-51-050	<p>1. Every group contract that provides for coordination of benefits to include the following definition:</p> <p>a. "Allowable Expense" means (the usual, customary and reasonable) charge for any necessary health care service or supply when the service or supply is covered at least in part under any of the plans involved. When a plan provides benefits in the form of services or supplies rather than cash payments, the reasonable cash value of each service rendered or supply provided shall be considered an allowable expense.</p> <p>2. When COB is restricted in its use to specific benefits in a contract, (for example, major medical benefits or dental benefits), the definition of "Allowable Expense" must include the corresponding services and supplies to which COB applies.</p> <p>3. Adjudicative practices are not required to be included in the contract form, however, the contract form cannot include language that conflicts the requirements of the rule.</p>			<p>Contract Pg _____</p> <p>Comments:</p> <p>COC Pg _____</p>
	Benefit Reduction	WAC 284-51-185	A group contract which provides for coordination of benefits shall contain a provision entitled "Effect on Benefits" stating the manner in which benefits are reduced by coordination			<p>Contract Pg _____</p> <p>Comments:</p> <p>COC Pg _____</p>
	Disclosure of Coordination	WAC 284-51-150	Each certificate of coverage under a contract that provides for COB must contain at least in summary form, a description of the COB provision.			<p>Contract Pg _____</p> <p>Comments:</p> <p>COC Pg _____</p>
	Order of Benefit Determination	WAC 284-51-075	<p>1. The order of benefits for the plan(s) that cover a person as a dependent is clearly described.</p> <p>2. When a claim under a plan with a coordination of benefits provision involves another plan which also has a coordination of benefits provision, the following rules will be applied by the insurers involved to decide the order in which the benefits payable under the respective plans will be determined. But in no event may the secondary carrier pay less (or provide "fewer benefits") than the amount specified in the COB statute and regulation.</p> <p>a. The secondary carrier must pay for services that are covered under either the primary or secondary contract. This means that the secondary carrier will sometimes be required to pay for a service that is not covered or excluded under its own contract.</p> <p>b. The benefits of a Plan that covers the person on whose expenses claim is based other than as a dependent are determined before the benefits of a Plan which covers such person as a dependent.</p>			<p>Contract Pg _____</p> <p>Comments:</p> <p>COC Pg _____</p>
	Required Provision for COB	RCW 48.21.200 WAC 284-51-020	<p>1. No health care plan providing hospital, medical or surgical expenses may reduce or refuse to pay such benefits otherwise payable there under solely on account of the existence of similar benefits.</p> <p>2. A carrier may not administer COB in a way that reduces total benefits payable below an amount equal to 100% of total allowable expenses.</p>			<p>Contract Pg _____</p> <p>Comments:</p> <p>COC Pg _____</p>

	Right to Receive and Release Necessary Information	WAC 284-51-140	A Plan that provides for COB may contain: 1. For the purpose of determining and implementing this provision in any Plan, the insurer may, with such consent of the insured person, release to or obtain from any other insurer, organization or person any information, with respect to any person, which the insured considers necessary for such purpose. 2. Any person claiming benefits under this Plan shall furnish to the insured the information necessary for such purpose.			Contract Pg _____ Comments: COC Pg _____
	Time Limit	WAC 284-51-100	No insurer shall unreasonably delay payment of a claim by reason of the application of a COB provision. Any time limit in excess of 30 days is unreasonable.			Contract Pg _____ Comments: COC Pg _____
Dependent Enrollment Requirements	21 Day Newborn Coverage	RCW 48.43.115 ERIN Act	1. Coverage for newborn must be no less mother's coverage for no less than three weeks, regardless of admission frequency 2. Written notification of the provisions is required to all certificate/policy holders			Contract Pg _____ Comments: COC Pg _____
	Managed Care Mandate					COC Pg _____
	Disabled Child over Age Limit	Group RCW 48.21 .50 WAC 284-50-330(8)	Does the contract continue coverage for a child beyond the limiting age when: 1. Child is incapable of employment and chiefly dependent for support 2. Proof is provided within 31 days of attaining limits and NO more frequently than annually after first 2 years of attainment			Contract Pg _____ Comments: COC Pg _____
	Benefit Mandate					COC Pg _____
	Newborn & Adoptive Children Enrollment	RCW 48.01 .180 RCW 48.01.235 RCW 48.21 .155 RCW 48.21.280 HIPAA	1. Are the coverage requirements of newborn & adoptive children met? a. Carriers cannot limit application period to 60 days unless additional premium is required b. There shall be no waiting period for initial coverage or any service c. Carriers cannot deny enrollment to newborn because other dependents not Enrolled 2. Does the contract meet the requirements with respect to eligibility and enrollment of children who are physically placed with the subscriber for the purposes of adoption and for whom the subscriber has assumed financial responsibility for medical expenses? a. Coverage must be on same basis as other dependents b. Coverage begins when subscriber assumes responsibility, not physical placement in the home c. 60 notification period to carrier enforceable only when additional premium required 3. Carriers can not place unreasonable requirements on the child's parent to enroll them, including: a. Requiring the child to be IRS dependent b. Requiring proof of Paternity			Contract Pg _____ Comments: COC Pg _____ Contract Pg _____ Comments: COC Pg _____
	Pre-Existing Condition	PHSA 2701(d)(1)&(2) 45 CFR 148.120(f)(2) RCW 48.43.025	Under group market rules, exclusions cannot be applied at all to a child who was covered by creditable coverage no later than 30 days after birth or after being adopted or placed for adoption. Note: State law requires 60 days.			Contract Pg _____ Comments: COC Pg _____

Diabetes		RCW 48.21.143(2)(b)	Does the contract provide benefits for all subscriber diagnosed "Insulin using", "Non-insulin using", and "elevated blood glucose using"(i.e. Pregnancy Induced): If Contract does not provide Rx Benefits then: 1. Self-management training & education when ordered by a M.D. If Contract provides Rx Benefits, then: 1. Self-management training & education when ordered by a M.D. and; 2. Appropriate and medically necessary equipment and supplies			Contract Pg _____ Comments:
	DME	RCW 48.21.143(2)(a)	Does the carrier provide appropriate and medically necessary equipment and supplies,, which include: 1. Insulin Pumps and accessories to the pumps 2. Blood glucose monitors 3. Test strips for blood glucose monitors 4. Visual reading and urine test strips, 5. Insulin 6. Syringes 7. Insulin Infusion devices 8. Prescriptive oral agents for controlling blood sugar levels 9. Foot care appliances for prevention of complications associated with diabetes 10. Glucagon Emergency Kits			COC Pg _____ Contract Pg _____ Comments: COC Pg _____
Benefit Mandate						
Disclosure Statements	Confidentiality	RCW 48.43.505 WAC 284-43-820 P.L.102-106 sect. 501(b) & 505(b)(2)	Does the contract or certificate of coverage contain a statement of the carrier's policies for protecting the confidentiality of health information?			Contract Pg _____ Comments: COC Pg _____
	Written Information	RCW 48.43.510 WAC 284-43-820	Does the contract or certificate of coverage contain a statement on how to request written information regarding any health care plan it offers?			Contract Pg _____ Comments: COC Pg _____
Durable Medical Equipment		RCW 48.21.143(2)(a) RCW 70.126.020 WAC 284-43-822 Women's Health & Cancer Rights Act of 1998	Does the contract or certificate define equitable Durable Medical Equipment Benefits in the following situations? 1. Durable medical equipment for diabetes when pharmacy benefits are offered? 2. Prostheses after mastectomy 3. Involved in Home Health and Hospice care when alternative to hospitalization. 4. contraceptive devices when pharmacy benefits are offered.			Contract Pg _____ Comments: COC Pg _____
Emergency Treatment		RCW 48.21.125 RCW 48.43.005(11) RCW 48.43.093 WAC 284-43-130(6)	Does the contract & COC comply with emergency treatment requirements? 1. Emergency out-of-network coverage must be consistent with scope of regular contract benefits 2. Emergency care definitions and provisions must be consistent with the law including incorporation of "prudent layperson" language 3. Carrier can not make sole determination of "Emergency " situations 4. Carrier shall not require prior authorization 5. Participating vs. Non-Participating cost sharing can be no greater than \$50 differential			Contract Pg _____ Comments: COC Pg _____
Every Category of Provider		RCW 48.21.141 RCW 48.21.142 RCW 48.42.100 RCW 48.43.045 RCW 48.43.515 WAC 284-43-205	contracts must incorporate "every category of provider" language. 1. Every category of provider must be permitted, if treatment within the scope of licensure 2. Providers can be required to conform with carrier standards for cost-containment 3. Carriers may exclude specific treatments for stated conditions by specific			Contract Pg _____ Comments: COC Pg _____

		WAC 284-43-251	<p>provider types, if they show the treatment is not cost-effective or efficacious.</p> <ol style="list-style-type: none"> 4. Reasonable limits may be placed on individual services, but not on provider type 5. Carrier can not impose composite annual dollar amount 6. Are the services of a RN covered on the same basis as services of a MD? 7. Has the carrier offered chiropractic coverage on the same basis as other care? 8. Does the contract or certificate of coverage provide direct access to a participating chiropractor without the necessity of prior referral? Managed care cost and containment techniques may be utilized. 			
	Denturist If Dental covered	RCW 48.21.146 RCW 48.21 .4B	For contracts offering dental coverage, Denturists must be able to provide services within the scope of their license.			Contract Pg _____ Comments:
						COC Pg _____
General Anesthesia		RCW 48.43.1 85	<ol style="list-style-type: none"> 1. Group Health Plans must offer medically necessary dental anesthesia coverage in a hospital or ambulatory surgery center if: <ol style="list-style-type: none"> a. The patient is under age 7, developmentally delayed, or has other medical conditions & approved by patient's physician 2. Group Health plans that cover dental services and Group Dental Plans must cover medically necessary dental anesthesia performed in a dental office for children under age 7 and developmentally delayed person. 			Contract Pg _____ Comments:
Mandated Group Offering						COC Pg _____
Grievance Procedures	General	RCW 48.43.530 WAC 284-43-615 WAC 284-43-620 WAC 284-43-630 29 CFR 2560 Godfrey v. Hartford Casualty	<ol style="list-style-type: none"> 1. Does the contract or certificate of coverage provide a clear explanation of the grievance and appeals process for the resolution of adverse determinations? 2. Does the contract or certificate comply with the 180-day timeframe to ask for an appeal in accordance with ERISA? 3. A contract must comply with mandated grievance procedure language, and cannot include a provision, which denies the subscriber the right to have a controversy determined by legal proceedings. <ol style="list-style-type: none"> a. A carrier may not impose any costs on a claimant as a condition for filing or appealing a claim. b. Carrier must adopt and implement a process for resolution of grievances and appeals of adverse determinations. The process shall consider NCQA standards as well as conform to the provisions of WAC 284-43. The carrier shall: <ol style="list-style-type: none"> i) Provide an explanation of the process upon request, enrollment and annually to covered persons and subcontractors ii) Register and respond to written and oral complaints and appeals iii) Send notification acknowledging receipt of complaints and appeals iv) Consider all information submitted v) Investigate and resolve all complaints and appeals vi) Develop and maintain a tracking mechanism vii) Not require an enrollee file a compliant prior to seeking an appeal of a decision 4. Handle all requests to reconsider as an appeal if it was a resolution of a complaint made by an enrollee 			Contract Pg _____ Comments: COC Pg _____

	Experimental and Investigative	WAC 284-96-015 WAC 284-43-620(2) WAC 284-43-630 WAC 284-50-377	If the contract includes exclusion, reduction or limitation for services that are experimental or investigative, are all requirements met? 1. The definitions of E&I treatment must be included in the CofC 2. A denial due to E&I must be done in writing within 20 working days of receipt of a fully documented request. Extension of the review period beyond this period may only be done with the informed written consent of the individual 3. Whenever an adverse determination would jeopardize the covered person's life or materially jeopardize the covered person's health, the carrier shall expedite and process whether a written or an oral appeal and issue a decision no later than 72 hours after receipt of the appeal.			Contract Pg _____ Comments:
						COC Pg _____
	Review and Appeal of Adverse Determination	RCW 48.43.530(5) WAC 284-43-620	Does the contract or certificate of coverage describe an expedited process requiring a decision no later than 72 hours after receipt of an appeal when an adverse decision would jeopardize a person's life or health including the ability to regain maximum function?			Contract Pg _____ Comments: COC Pg _____
Group Certificates		RCW 48.18.520 RCW 48.21.080 Fittro v. Lincoln Natl	Group certificates, also known as Explanation of Benefits or Certificate of Coverage, must be furnished to each member of a group under a health contract and contain the essential features of the health benefit plan. 1. If there is a conflict in language between the contract and certificate the certificate governs.			Contract Pg _____ Comments: COC Pg _____
Group Enrollment Requirements	Genetic Exclusion	PHSA 2701(b)(l)(B)	Under group market rules an exclusion cannot be applied because there is genetic information suggesting a particular condition. This contract may not contain a pre-existing exclusion for genetic information.			Contract Pg _____ Comments: COC Pg _____
	Non-confinement Clause	CMS Ins Standards Bulletin 00-01	A carrier may not use any health condition to delay the enrollment of an "eligible individual" or eligible persons under group market rules who is otherwise eligible for coverage. Policies may not delay coverage for persons who are confined to a hospital.			Contract Pg _____ Comments: COC Pg _____
	Portability	RCW 48.43.015	All medical contracts must conform to all portability standards. 1. Large groups (51+) have a three months pre-existing waiting period. Creditable coverage must meet HIPAA definition for the first 63 day period, from 64 to 90 days "similar" coverage is defined by state law. 2. Small Groups (50-) have a nine months pre-existing waiting period. Creditable coverage must meet HIPAA definition for the first 63 day period, from 64 to 90 days "similar" coverage is defined by state law			Contract Pg _____ Comments: COC Pg _____
	Pre-existing Condition	RCW 48.43.025	All medical contracts must conform to all pre-ex standards. 1. Large groups (51+) have a maximum waiting period of 3 months. 2. Small groups (50-) and individual plans have a maximum waiting period of 9 months. 3. Group plans must conform to the HIPAA definition of Pre-existing condition (Medical advice, diagnosis, care or treatment recommended or received during 6-month look back) Individual plans may require additional language of for which a prudent layperson would have sought advice or treatment. "Eligible individuals" under HIPAA have no pre-ex. 4. A carrier may not develop a separate rate classification based upon pre-ex conditions.			Contract Pg _____ Comments: COC Pg _____

	Pre-existing Exclusion	PHSA 2701(a)	Does this contract limit all pre-existing conditions to 12 months or less. A contract may not contain language that extends pre-existing condition exclusions to a period exceeding 12 months.			Contract Pg _____ Comments:
	Special Enrollment Periods	PHSA 2701(f)	For group contracts, does the certificate of coverage explain what events trigger a special enrollment period? A special enrollment period can occur if a person with other health coverage loses that coverage or if a person becomes a new dependent through marriage, birth, adoption or placement for adoption. If a triggering event is a birth, adoption or placement for adoption, the child, the employee, and the employee's spouse are entitled to special enrollment, either individually or in any combination.			COC Pg _____ Contract Pg _____ Comments:
Group Master and Enrollment Application	Certificate of Creditable Coverage	PHSA 2701(e) 45 CFR 148.124	Does the enrollment application ask for prior creditable coverage information or state that the following information can be used to prove prior coverage? 1. Pay stubs that reflect a premium deduction; 2. Explanation of benefit forms; 3. A benefit termination notice from Medicare or Medicaid; and 4. Verification by a doctor or your former health care benefits provider that you had prior health coverage. 5. Certificate of Creditable Coverage			Contract Pg _____ Comments:
						COC Pg _____
						APP _____
	Creditable Coverage	PHSA 2701(c) 45 CFR 146.113	Does the application include a description of types of creditable coverage: 1. A group health plan (includes Cobra) 2. Health insurance coverage (includes individual coverage, college or school insurance, short-term limited duration insurance) 3. Medicare Part A or Part B 4. Medicaid, 5. Indian Health Service or tribal organization medical program 6. A State health benefits risk pool 7. TRICARE (military health care program for dependents & retirees) 8. Federal Employees Health Benefit Plan 9. A public health plan 10. A health plan under the Peace Corps Act			Contract Pg _____ Comments:
						COC Pg _____ APP _____
	Mandatory Offerings	RCW 48.21.320 RCW 48.21.240	Does the Group Master Application offer to groups the following benefits for purchase: 1. TMJ services of at least one option containing \$1000/\$5000 limitation 2. Mental Health Services			Contract Pg _____ Comments:
Guaranteed Renewability		RCW 48.43.035 WAC 284-43-720 WAC 284-43-730 Regence Blueshield v. State of Washington	All medical contracts must conform to Guaranteed Issue & Continuity of Coverage requirements 1. Carrier may not terminate enrollee due to failure of Provider-Patient ability to establish care relationship. 2. Enrollee may not be terminated for reasons other than those stipulated by law without benefit of Grievance Procedure protections. 3. Association member groups must be allowed to purchase all association benefit health plans offered by the association. Smaller sized association member groups cannot be treated differently.			Contract Pg _____ Comments:
						COC Pg _____

Home & Hospice Coverage Mandated Group Offering	Alternative to Inpatient Care Benefit Mandate	RCW 48.21.220 WAC 284-96-500	Does the contract or certificate: 1. Allow home health care in lieu of hospitalization with consent of enrollee 2. Provide care in the most appropriate and cost-effective setting			Contract Pg _____ Comments:
	DME	RCW 70.126.020 WAC 284-96-500	1. Does the contract include those services and supplies required by a Home Health Agency/Hospice? 2. Carrier may not impose additional cost restrictions which require enrollee to pay for equipment or rental of equipment.			COC Pg _____ Contract Pg _____ Comments:
	Home Health	RCW 48.21.220 WAC 284-96-500	1. Minimum of 130 visits for home healthcare, not to include non-care based visits 2. May require written treatment plan approved by physician			COC Pg _____ Contract Pg _____ Comments:
	Hospice Care	RCW 48.21.220 WAC 284-96-500	Minimum of six months with an option for an additional six months			COC Pg _____ Contract Pg _____ Comments:
	Long-Term Care	RCW 48.43.125	Does Contract or Certificate cover care at long-term care facilities as an alternative to Inpatient Care? Primary care physician can determine medical necessity.			COC Pg _____ Contract Pg _____ Comments:
Mammogram Mandated Benefit		RCW 48.21.225 WAC 284-50-270	Does the contract provide benefits for screening and diagnostic mammography services when referred by a member's M.D., ARNP, or Physicians Assistant?			COC Pg _____ Contract Pg _____ Comments:
Maternity Benefits	Congenital Anomalies (Prenatal Testing) Mandated Group Offering	RCW 48.21.244 WAC 246-680-020	The plan must cover prenatal testing for congenital disorders if it covers maternity 1. Carrier must determine medical necessity using the standards as set forth by the Board of Health 2. Carrier may determine medical necessity on case by case basis if partner is carrier of genetic disease. 3. Carrier may not impose restrictions which limit review for services to medical director determination only			COC Pg _____ Contract Pg _____ Comments:
	Direct Access to Services	RCW 48.42.100 WAC 284-43-250(1)(b)	Does the contract impose notification or prior authorization for receiving women's health care services unfairly: 1. Carrier may not impose a limitation on maternity services that would require all child birth to occur in a hospital 2. Carrier may not impose requirement which requires a physician to conduct a delivery 3. Carrier must cover medically necessary supplies of a home birth			COC Pg _____ Contract Pg _____ Comments:
	Length of Stay Managed Care Mandate	RCW 48.43.115 ERIN Act PSHA 2704	Does the contract allow the health care provider in consultation with the mother to make decisions regarding care and length of stay in a hospital? 1. If length of stay guideline is stated must be no less than: 48-hour normal birth/96 caesarian section birth. 2. The contract can not restrict follow-up care when ordered by the attending provider in consultation with the mother 3. The Carrier must provide notice to policyholders regarding this coverage yearly by January 1st			COC Pg _____ Contract Pg _____ Comments:

			4. Benefits may be subject to annual or lifetime benefit limits. 5. NOTE: Testing for therapy is implied.			
Pharmacy	Contraceptive Care	WAC 284-43-822 AGO 2002 No.5 <i>Erickson v. Bartell Drug Co.</i> , 141 F. Supp.2d 1266 (W.D. Wash. 2001)	1. It is unfair practice for any carrier to restrict, exclude, or reduce coverage on the basis of sex 2. Health plans which include Rx benefits shall not exclude coverage of prescription drugs and devices including associated medical services for prescribing, dispensing, delivery, distribution, administration and removal of contraceptive devices 3. Benefit waiting period may not be more restrictive than those required of other Rx benefits 4. Carrier may limit to closed formulary but it shall cover each required type 5. If excludes coverage for nonprescription drugs/devices it may also exclude for nonprescription drugs/devices 6. FDA approved Prescription Contraceptives shall include: Contraceptive Drugs, Barrier methods, and Emergency Contraception			Contract Pg _____ Comments: COC Pg _____
	Benefit Mandate					
	Disclosure (if offered)	RCW 48.21.325 WAC 284-30-450 WAC 284-43-820	1. Contracts that offer prescription drug coverage must: a. Upon request of (prospective) enrollee furnish information regarding drug formulary requirements b. A carrier cannot exclude a drug solely because of lack of FDA approval for the given use			Contract Pg _____ Comments: COC Pg _____
	Off Label Use of Drugs	WAC 284-30-450	All policies and contracts providing pharmacy coverage must provide coverage for FDA approved drugs that have many other beneficial uses as confirmed by other research studies, reference, compendium, or the Federal Government.			Contract Pg _____ Comments: COC Pg _____
	Pharmacy Services Statement of Right	WAC 284-43-815	Does the contract or certificate of coverage contain the "Your right to Safe and Effective Pharmacy Services" statement?			Contract Pg _____ Comments: COC Pg _____
	Prescription Drug Formulary	RCW 48.43.510 WAC 284-43-820	Does the contract or certificate of coverage contain an offer to provide a listing of covered benefits including prescription drugs, including a formulary and how a subscriber may be involved in decisions about benefits?			Contract Pg _____ Comments: COC Pg _____
	Terms	WAC 284-43-820	Does the contract or certificate of coverage contain definitions of terms including formulary, generic versus brand name, medical necessity or other coverage criteria including policies regarding drug coverage?			Contract Pg _____ Comments: COC Pg _____
PKU Mandated Benefit		RCW 48.21.300 WAC 284-50-260	Does the contract provide the formulas necessary for the treatment of PKU? 1. Exempt from pre-existing condition limitations 2. Dollar limits can not be more restrictive than those required of other disorders			Contract Pg _____ Comments: COC Pg _____
Provider Requirements	Continuation of Care Upon Provider Termination	RCW 48.43.515(7) WAC 284-43-251	Does the carrier allow an enrollee whose PCP contract is being terminated from the plan to continue care under the terms of the contract for at least sixty (60) days following notice of termination to the enrollee?			Contract Pg _____ Comments: COC Pg _____

	Access to Providers (Managed Care Plans Only)	RCW 48.43.515 WAC 284-43-251	Does the contract or certificate of coverage permit changing primary care providers at any time, becoming effective no later than the beginning of the month following the request?			Contract Pg _____ Comments:
	Participating Provider Definition (when provided)	WAC 284-43-320(2) WAC 284-43-320(3)	1. 1 The definition of "participating provider" must be consistent with the statutory and regulatory definitions. 2. Definition can not contain language that conflicts with Provider Agreement requirements, including: a. Provider may not bill enrollee for covered services except for deductible, co-payments, or coinsurance. b. Missed appointment fees			COC Pg _____ Contract Pg _____ Comments:
	Payment of Claims (standard provisions)	RCW 48.21 . 10	Does the contract or certificate of coverage state the following standard provisions? 1 Time of Payment of Claims: Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. 2 Payment of Claims: indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment.			Contract Pg _____ Comments: COC Pg _____
	Second Opinion	RCW 48.43.515(6) WAC 284-43-251	Does the contract or certificate of coverage explain how to obtain a second opinion consultation? 1. Enrollee may seek a second opinion regarding any medical diagnosis or treatment plan 2. Enrollee will be able to choose from a list of qualified participating providers.			Contract Pg _____ Comments: COC Pg _____
	Specialist Standing Referral (Managed Care Plans Only)	RCW 48.43.515 WAC 284-43-251	Does the contract or certificate of coverage explain that you may request a standing referral for specialist services if you have a complex or chronic medical condition?			Contract Pg _____ Comments: COC Pg _____
Reconstructive Surgery	Congenital Anomalies Benefit Mandate	RCW 48.21 .155	Does the contract provide coverage from the moment of birth for a child afflicted with a congenital disease or anomaly? 1. Contract shall include benefits for Reconstructive Surgery 2. Contract can't exclude benefits for incidents arising prior to plan coverage			Contract Pg _____ Comments: COC Pg _____
	Mastectomy (Reconstructive Surgery) Benefit Mandate	RCW 48.21.230 Women's Health & Cancer Rights Act of 1998	Does the contract provide benefits for reconstruction following a Mastectomy: 1. Benefit restrictions such as "initial surgery" and "complications" can not be used to limit coverage for any stage of treatment 2. Surgery/reconstruction of the non-diseased breast to produce symmetrical appearance shall be included 3. Prostheses & physical complication including Lymphedemas shall be covered			Contract Pg _____ Comments: COC Pg _____

Retiree Medicare Part D Disclosure		Medicare Modernization Act of 2003 48.66 RCW 284.66 WAC	<ol style="list-style-type: none"> 1. Effective January 1, 2006, employer health benefit plans must contain Medicare Part D-disclosure 2. Disclosure of Creditable Coverage and Coordination of Benefits requirements must state if coverage is creditable for Part D coverage. 3. Even though employee is not eligible for Medicare a spouse might be 4. There is no small-employer exemption 5. Reducing or eliminating benefits for retirees may conflict with Age Discrimination in Employment Act (ADEA) 			Contract Pg _____ Comments: COC Pg _____
Retrospective Denial		RCW 48.21.325 RCW 48.43.525	<ol style="list-style-type: none"> 1. Carrier cannot retrospectively deny coverage for emergency and nonemergency care that had prior authorization under the plan's written policies at the time the care was rendered. 2. Carrier may not deny pharmacy benefits already approved and obtained by member. 			Contract Pg _____ Comments: COC Pg _____
Service Outside the Plan Allowed Managed Care mandate		RCW 48.43.085	Does the contractual language allow for the enrollee to access services outside of the health plan?			Contract Pg _____ Comments: COC Pg _____
Subrogation		RCW 48.01.030 OIC Bulletin 79-4 Great-West Life & Annuity Ins v. Thiringer v. American Motors Ins. Co.	<p>If the contract includes a subrogation provision, does it:</p> <ol style="list-style-type: none"> 1. Stipulate the Carrier is entitled only to excess after subscriber fully compensated 2. Inform the subscriber that Legal expenses can be apportioned equitably, whether or not recovery made 3. Have any provision which would inappropriately require full reimbursement for all medical expenses. <p>The contract cannot unreasonably restrict or delay the payment of benefits. Delays are not justified because the expenses incurred, or the services received, resulted from an act or omission of a third party.</p>			Contract Pg _____ Comments:
Timely Filing		RCW 48.18.100	All forms and policies require prior approval before marketing or issuing plans.			Contract Pg _____ Comments:
		RCW 48.18.520 RCW 48.18.140 WAC 284-58-090	Regulations Pertaining to prior approval of Form Filings			Contract Pg _____ Comments:
TMJ Mandated Group Offering		RCW 48.21.320 WAC 284-96-020	<ol style="list-style-type: none"> 1. Does Group Application contain mandatory offering? 2. If group accepts benefit: They must be offered \$1000 calendar yr. / \$5000 lifetime after deductibles, co-pays, etc <ol style="list-style-type: none"> a. If group declines 1000/5000 may then negotiate benefit either up or down 3. Consider the scope of services, coinsurance, and pre-ex must be same as other common conditions 4. Must be offered on Dental Only Coverage 			Contract Pg _____ Comments: COC Pg _____
Unfair and Discriminatory Practices		RCW 48.18.480 RCW 48.30.040 RCW 48.30.300 H PAA	<ol style="list-style-type: none"> 1. No insurer shall make or permit any unfair discrimination between insured's having substantially like insuring, risk, and exposure factors, and expense elements, in the terms or conditions of an insurance contract. 2. No person shall make, publish, or disseminate any false, deceptive, or misleading representation or advertising in the conduct of the business of insurance. 			Contract Pg _____ Comments: COC Pg _____

			3. A carrier cannot deny or cancel coverage because of the sex, or marital status, or the presence of any sensory, mental, or physical handicap.			
	Non-discrimination Clause	45 CFR 146 RCW 48.18.480	Is the carrier's exclusion for specific disease, limitation or exclusion for a specific benefit, treatment or drugs applied uniformly to all similarly situated individuals, and not directed at individual participants or beneficiaries based on a health factor?			Contract Pg_____ Comments: COC Pg_____
Women's Direct Access		RCW 48.42.100 WAC 284-43-250 T 99-4	Women's health care language must allow for direct access, to all women's HC providers, for women's services. 1 MD, DO, ARNP. and Midwife, provider-types shall be in the network and accessible to subscribers 2. May not require PCP prior referral 3. Can not impose discriminatory Cost sharing provisions 4. Subscriber shall be notified upon enrollment and yearly thereafter regarding direct access provision			Contract Pg_____ Comments: COC Pg_____